

**WARNING: IT IS RECOMMENDED THAT THE WITHIN SHOULD NOT BE
COMPLETED WITHOUT PRIOR LEGAL ADVICE**



Conditions of Sale 2023

(Revised) Edition

**Particulars and Conditions of Sale
Of land at Killeen, Borrisokane, Nenagh, Co. Tipperary**

SALE BY AUCTION

to be held at the Abbey Court Hotel, Nenagh

on the 5th day of November, 2025 at 3 o'clock

Auctioneer: Eoin Dillon- REA Dillon

Address: 42 Kenyon St. Nenagh, Co. Tipperary

Vendor: Yvonne O'Meara as Legal Personal Representative in the estate of Donal O'Meara deceased

Vendor's Solicitor: Keane Solicitors

Address: Steamship House, Dock Street, Galway

Reference: PK/SH/OME12463

Law Society Conditions of Sale 2023 (Revised) Edition

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Spousal */ Civil Partner Consent (* delete as appropriate)

I, _____ being the spouse of the under-named Vendor hereby, for the purposes of Section 3 of the Family Home Protection Act 1976,* / being the civil partner of the under-named Vendor hereby, for the purposes of Section 28 of the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010, consent to the proposed sale of the Subject Property described in the within Particulars at the price mentioned below.

Signed by the said spouse */ civil partner: _____

in the presence of: _____

Memorandum of Agreement

made this _____ day of _____ 20____

Between

Yvonne O'Meara as Legal Personal Representative in the estate of Donal O'Meara deceased

PPS Number: _____

Vendor

Nominated Email Address of Vendor's Solicitor: info@pmkeane.ie

and

_____ of / having its registered office at _____

PPS Number(s): _____

Purchaser

Nominated Email Address of Purchaser's Solicitor: _____

whereby it is agreed that the Vendor shall sell and the Purchaser shall purchase in accordance with the annexed Special and General Conditions of Sale the property described in the within Particulars at the purchase price mentioned below.

Purchase Price: € _____ Closing Date: See Special Conditions

Less Deposit: € _____ Interest Rate: 8% per annum

Balance: € _____

Signed _____ Signed _____
(Vendor) (Purchaser)

Witness _____ Witness _____

Occupation _____ Occupation _____

Address _____ Address _____

As agent I / we acknowledge receipt of € _____ in respect of deposit.

Signed _____

Particulars and Tenure

ALL THAT AND THOSE the property situate in the townland of Killeen, in the County of Tipperary more particularly delineated on the Map annexed hereto, labelled as LOT 3 and edged red thereon, and measuring 2.175 acres (0.88 hectares) or thereabouts being the lands comprised in the following folios:

1. **ALL THAT AND THOSE** the property comprised in Folio 15400F of the Register of Freeholders County Tipperary more particularly delineated on the Land Registry map annexed hereto labelled as Plan 10487 and edged red thereon, and measuring 0.8730 hectares or thereabouts.

Held Freehold

Local Property Tax (LPT) property ID number (where applicable): N/A

Documents Schedule

1. Certified Copy Folio and File Plan TY15400F
2. Replies to Requisitions on Title
3. Family Home Declaration of Vendor as Legal Personal Representative
4. Section 72 Declaration of Vendor as LPR in the estate of the registered owner.
5. Copy Death Certificate of Donal O'Meara
6. Certified Copy Letter from Tipperary County Council dated 18th June 2019 re roads in charge
7. Certified Copy Letter from Tipperary County Council dated 18th June 2019 re roads in charge
8. Copy undated Grant of Permission by An Bord Pleanala Reference No. 06/51/0890

Searches Schedule

Nil

Special Conditions

Amendment of Law Society 2023 (Revised) General Conditions by Special Condition

1. Save where the context otherwise requires or implies or the text hereof expresses to the contrary, the definitions and provisions as to interpretation set forth in the within General Conditions (Law Society 2023 (Revised) General Conditions) shall be applied for the purposes of these Special Conditions.

Application of Law Society 2023 (Revised) General Conditions

2. The said General Conditions shall:
 - i. apply to the sale in so far as the same are not hereby altered or varied, and these Special Conditions shall prevail in case of any conflict between them and the General Conditions;
 - ii. be read and construed without regard to any amendment therein, unless such amendment shall be referred to specifically in these Special Conditions.

Title

3. The Title to the property shall consist of the documents listed in the Documents Schedule hereto and be deduced therefrom. The Purchaser(s) shall be deemed to have entered this contract in full knowledge of all the contents thereof and the nature and extent of the obligations, rights and privileges affecting the property in sale as set out therein. The Purchaser(s) is furnished with replies to Requisitions herewith. Upon execution and exchange of the contract the Purchaser(s) shall be deemed to have accepted the replies thereto and no further Requisition, objection or enquiry shall be raised in relation title and/or matters therein. Without prejudice all documents in the Vendor's possession will be handed over on closing.
4. The Vendor is selling in her capacity as personal representative of the estate of Donal O'Meara, deceased and will assure the property in such capacity.
5. The Vendor has applied for a Grant of Probate in the estate of Donal O'Meara, the deceased registered owner. The closing date shall be seven days after the purchaser's solicitor has been notified by the vendor's solicitor that the said Grant of Probate has issued.
6. The Purchaser(s) shall accept that the Replies to Requisitions are completed by the Vendor as Legal Personal Representative and are limited to matters within her knowledge.
7. Folio TY15400F is subject to a charge in favour of Everyday Finance Designated Activity Company, which is listed as a burden at Entry No.2, Part 3 of Folio TY15400F. This charge has been redeemed and the vendors solicitors will furnish on or before closing evidence of redemption of the said charge and

will furnish a deed of discharge in respect thereof together with the requisite registration fees (if any).

8. By the execution hereof the Purchaser(s) shall be deemed to have satisfied themselves as to the nature, quality, condition, means of approach, access to light and location of the property, suitability of all services state or repair and condition of the property in sale. The Purchaser is furnished with two letters from Tipperary County Council dated the 18th June 2019 confirming that the road adjacent to the property (namely the N65) is in charge of Tipperary County Council. A Solicitors Certificate will also be furnished prior to closing confirming same. No further documents will be furnished in this regard it shall be matter for the purchaser(s) to procure confirmation that the services abutting the property are in the charge of the Local Authority and/or Irish Water.
9. The Purchasers shall accept such evidence of identity as may be gathered from the description in the documents specified in the Documents Schedule. The Purchasers shall be deemed to be aware of the defined boundaries, fences, ditches, hedges or walls of the Subject Property and the Vendors shall not be required to define same or to specify what boundaries (if any) are of a party nature and General Condition 11 is hereby deleted accordingly.
10. Closing will be by way of electronic transfer of funds only to the client account of Keane Solicitors, details of which will be furnished under separate cover by hard copy prior to closing. Please note that Keane Solicitors will never notify you of bank details by email or by telephone. Please do not reply to emails sent or received from Keane Solicitors detailing bank account or other payment details without direct verbal confirmation from them. Keane Solicitors accept no responsibility for funds being sent to the wrong account should you make a payment in reliance on such an email.
11. Where documents are referred to as copies, copies only shall be furnished on closing. Where documents are referred to as certified copies, certified copies only shall be furnished on closing.
12. Should there be any conflict between the terms hereof and the terms of any other agreement written or oral between the Parties or their agents relating to the sale of the within described property, the terms of the within agreement shall apply.
13. Planning Permission regarding any development on the property shall strictly be a matter for the Purchaser(s) and no assurances or warranties shall be provided in this regard. Without prejudice thereto, Planning Permission was granted for the construction of a five bay cattle shed over slatted tank under Reference Number 06/51/0890 and if it or any other development on the farmyard or otherwise was executed not in compliance with the said permission, the Vendor will provide a declaration on closing that any such development was executed more than seven years prior hereto and accordingly

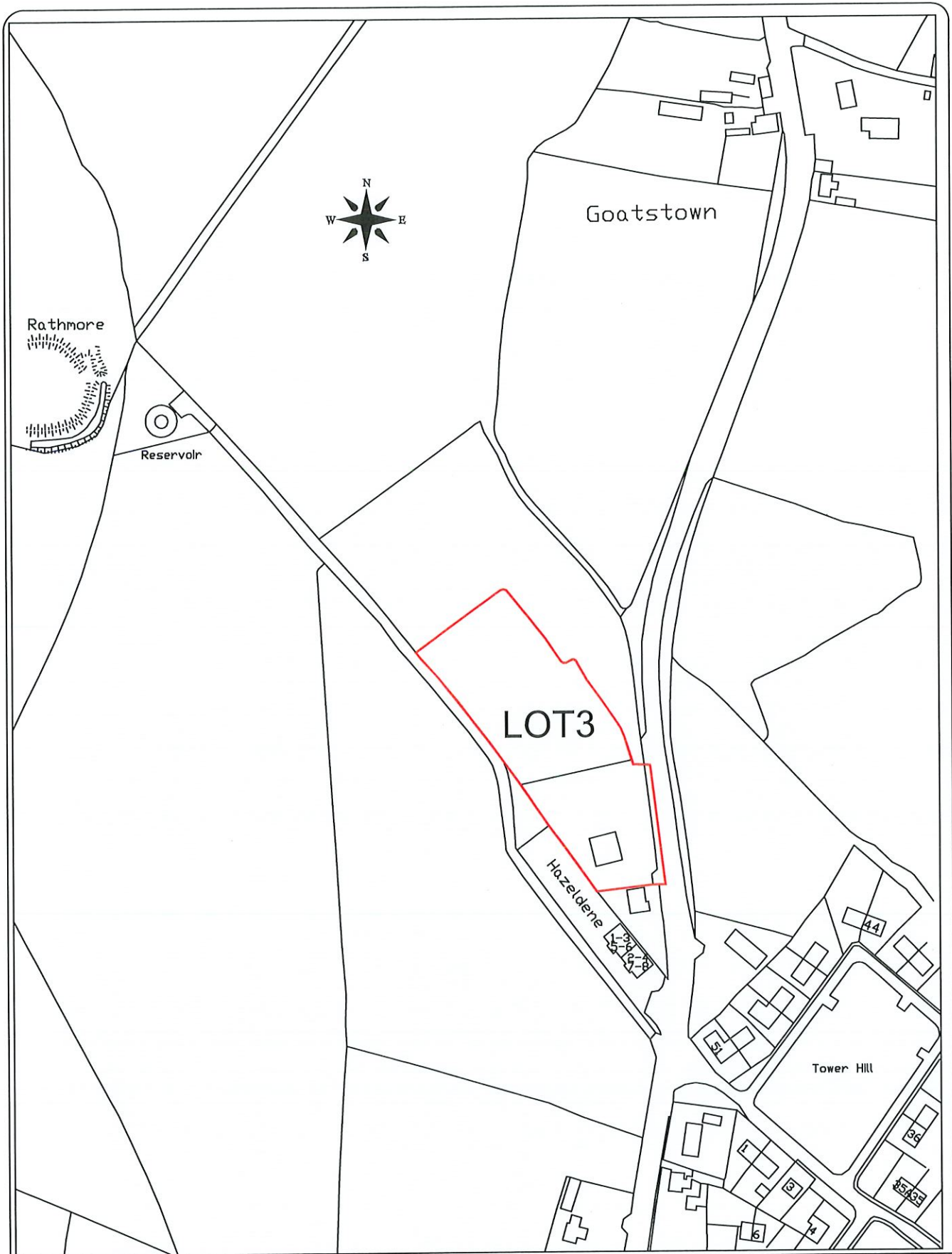
has the benefit of protection afforded by section 157(4) of the Planning and Development Act, 2000. The Purchaser(s) purchases the said premises with full knowledge of the position and no objection or enquiry shall be raised in relation thereto. General Condition 32 is hereby amended.

Deposit

14. The purchaser(s) shall adhere to the directions of the Auctioneer for payment of the deposit hereby reserved.

GENERAL CONDITIONS

The General Conditions referred to in this Agreement for Sale and the Special Conditions are the Incorporated Law Society of Ireland General Conditions of Sale (2023 Edition).



P. Ryan, Tech. I.E.I. Dip. Eng.
 Survey & Mapping Studios
 Carrigal, Carrigatoher,
 Nenagh.
 (086) 3336289

AREA OUTLINED IN RED = 0.88Ha.
 TY15400F

Not suitable for Land Registry

Project			
LANDS AT KILLEEN, BORRISOKANE			
Title			
CONTRACT MAP			
Scale	1 : 2500	Date	2/9/2025
Designed	J.A.	Drawn	J.A.
File Name	DWG/Contract/01		